# Council on Postsecondary Education May 20, 2002

# Kentucky and Ohio Undergraduate and Graduate Tuition Reciprocity Agreements

Action: The staff recommends that the council approve the undergraduate and graduate tuition reciprocity agreements between Kentucky and Ohio.

The undergraduate and graduate tuition reciprocity agreements between Kentucky and Ohio expire June 30, 2002. These agreements expand educational opportunities in the Northern Kentucky/Cincinnati area. Participating institutions include Northern Kentucky University, the University of Cincinnati, Cincinnati State Technical and Community College, and Southern State Community College. Northern Kentucky Community and Technical College will be added to the undergraduate agreement when it receives accreditation from the Southern Association of Colleges and Schools.

Representatives of the participating institutions developed the following undergraduate and graduate agreements over the past several months (see Appendices A and B). Provisions of these agreements will be effective July 1, 2002, through June 30, 2005. In fall 2000, 655 undergraduate and graduate Kentucky students attended the Ohio institutions while 600 undergraduate and graduate Ohio students attended NKU. Fall 1996 through fall 2000 enrollment data for the participating institutions are shown in Appendix C. The council staff will continue to monitor enrollment at the participating institutions.

Staff preparation by Linda Jacobs

Appendix A

# Cincinnati State Technical and Community College Southern State Community College Northern Kentucky University And the University of Cincinnati

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, and the Cincinnati State Technical and Community College Board of Trustees, the Northern Kentucky University Board of Regents, the Southern State Community College Board of Trustees, and University of Cincinnati Board of Trustees, pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

#### I. Purpose

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

#### II. Terms

## 1. <u>Duration and Termination</u>

The agreement shall be effective beginning July 1, 2002, through June 30, 2003, and may be renewed prior to June 30, 2002, by mutual consent of all parties for a period of two years. As the agreements must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2003, to June 30, 2005.

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The agreement may be amended by either party, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request as least ninety (90) days prior to said review.

This agreement may be terminated by any of the four participating institutions, the Ohio Board of Regents, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

# 2. Kentucky Residents' Eligibility for Ohio Associate Degree Programs

The participating Ohio institutions agree to accept at Ohio resident tuition rates, any resident of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Cincinnati's two-year colleges (Clermont College, College of Evening and Continuing Education, College of Applied Science, Raymond Walters College, and University College) or at Cincinnati State Technical and Community College or at Southern State Community College in the associate degree programs not specifically excluded from this agreement.

Majors and/or programs at the University of Cincinnati two-year colleges, Cincinnati State Technical and Community College, and Southern State Community College which are excluded from this agreement are the following two-year programs otherwise offered at Northern Kentucky University:

 Clermont College: Aviation Technology, Human/Social Services Technology, and Criminal Justice Technology

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- 2) College of Evening and Continuing Education: no exclusions
- 3) College of Applied Science: no exclusions
- 4) Raymond Walters College: Radiological Technology
- 5) University College: Social Services Technology and Criminal Justice Technology
- 6) Cincinnati State Technical and Community College: no exclusions
- 7) Southern State Community College: no exclusions

Any program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

#### 3. Kentucky Residents' Eligibility for Ohio Baccalaureate Degree Programs

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular baccalaureate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the following baccalaureate degree programs: Architecture, Engineering, Honors PLUS (see provision below), and Interior Design.

In conformance with the limitations set forth in the bulleted item below, admission to the Honors PLUS baccalaureate degree program in the College of Business, University of Cincinnati is subject to the following provision:

 Reciprocity for the Honors PLUS program at the University of Cincinnati is limited to residents of the eligible northern Kentucky counties with a cap of fifty (50) students.

# 4. Ohio Residents' Eligibility for Kentucky Baccalaureate Degree Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren

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Counties of Ohio with an associate degree from the University of Cincinnati, Cincinnati State Technical and Community College, or from Southern State Community College, who enrolls and who satisfies all regular transfer admissions requirements (including those requirements of the specific programs in which admission is sought) in Northern Kentucky University baccalaureate degree programs not specifically excluded from this agreement. The majors at Northern Kentucky University excluded from this agreement are Early Childhood Education, Criminal Justice, Environmental Science, and Nursing.

Any program listed above as excluded may, by joint written consent of the presidents of all four institutions, be included in this agreement.

- 5. Ohio Residents' Eligibility/Enrollment Limitations for Kentucky Programs
  In conformance with the limitations set forth in the bulleted item below, the Business
  Administration baccalaureate degree program of Northern Kentucky University is subject to
  the following provision:
  - Reciprocity for the Business Administration program at Northern Kentucky
     University is limited to residents of the eligible Ohio counties with a cap of fifty (50) students in courses at any one time.
- 6. Any undergraduate program may, by the joint written consent of the presidents of all four institutions, be included in this agreement. In this context, the word "program" may mean an associate degree program or a baccalaureate degree program.

#### 7. New Programs

a. If the University of Cincinnati or Cincinnati State Technical and Community College or Southern State Community College initiates a new associate degree program which they want considered for reciprocity during the period of this agreement, the initiating institution must notify the president of Northern Kentucky University within thirty (30)

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days of approval of the associate degree program by the Ohio Board of Regents. Northern Kentucky will then have sixty (60) days to respond in writing to the presidents of the University of Cincinnati and Cincinnati State Technical and Community College, and Southern State Community College with a decision as to whether the program should be included or excluded from those available at Ohio resident tuition rates to residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties.

If no written notice of exclusion is sent by Northern Kentucky University within sixty (60) days of the receipt of notification, then the new program will be included.

b. If the University of Cincinnati initiates a new baccalaureate degree program which they want considered for reciprocity during the period of this agreement, the University of Cincinnati must notify the president of Northern Kentucky University within thirty (30) days of approval of the baccalaureate degree program by the Ohio Board of Regents. Northern Kentucky University will then have sixty (60) days to notify in writing to the presidents of the University of Cincinnati, Cincinnati State Technical and Community College, and Southern State Community College with a decision as to whether the program should be included or excluded from those programs available to Kentucky residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties at Ohio resident tuition rates.

If no written notice of exclusion is sent by Northern Kentucky University within sixty (60) days of the receipt of notification, then the new program will be included.

c. If Northern Kentucky University initiates a new baccalaureate program which they want considered for reciprocity during the period of this agreement, Northern Kentucky University must notify the presidents of the University of Cincinnati, Cincinnati State Technical and Community College, and Southern State Community College within thirty (30) days of approval of the baccalaureate degree program by the Kentucky Council on

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Postsecondary Education. The University of Cincinnati, Cincinnati State Technical and Community College, and Southern State Community College will then have sixty (60) days to respond in writing to the president of Northern Kentucky University with a decision as to whether the program should be included or excluded from those available to Ohio residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties at Kentucky resident tuition rates.

If no written notice of exclusion is sent by the University of Cincinnati, Cincinnati State Technical and Community College and Southern State Community College within sixty (60) days of the receipt of notification, then the new program will be included.

d. In order to provide timely information to students about the applicability of this reciprocity agreement to new degree programs, written permission to include or exclude new programs in this agreement may be granted by the institutions as in Provisions 7a and 7b, and 7c above, prior to, but contingent upon, approval of the new programs by the Kentucky Council on Postsecondary Education or the Ohio Board of Regents, as appropriate.

#### 8. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties, who attend the University of Cincinnati, Cincinnati State Technical and Community College, or Southern State Community College under this agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati, Cincinnati State Technical and Community College, and Southern State Community College.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton,

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Highland, and Warren Counties, who attend Northern Kentucky University under this agreement as qualifying for Kentucky resident tuition rates, and as Kentucky residents for the purpose of allocating funds to Northern Kentucky University.

# 9. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of their institution, will continue to receive reciprocity tuition benefits, subject to the time limitation below, under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status and will be permitted, so long as attendance is continuous, to attend at resident tuition rates for a period of three years beyond the termination date of the agreement.

## 10. Notice, Application and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Northern Kentucky University, Cincinnati State Technical and Community College, Southern State Community College and the University of Cincinnati by any means deemed appropriate by those institutions.

All students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where the y plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for the quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

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These processes will be written and shared with each institution as well as with the Ohio Board of Regents and the Kentucky Council on Postsecondary Education. The process will also be made available to all potential applicants upon request.

#### 11. Annual Report

By June 30 of each year, Cincinnati Sate Technical and Community College, Northern Kentucky University, Southern State Community College and the University of Cincinnati agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

#### III. Ohio Controlling Board Approval

This agreement is not effective unless and until approved by the State of Ohio Controlling Board pursuant to Section 3333.17 of the Ohio Revised Code.

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Gordon K. Davies, President Kentucky Council on Postsecondary Education	Roderick G.W. Chu, Chancellor Ohio Board of Regents
Date	Date
James C. Votruba, President Northern Kentucky University	Ron. D. Wright, President Cincinnati State Technical and Community College
Date	Date
Joseph A. Steger, President University of Cincinnati	Lawrence M. Dukes Southern State Community College
Date	Date

**Appendix B** 

# University of Cincinnati and Northern Kentucky University

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, and the Northern Kentucky University Board of Regents, and University of Cincinnati Board of Trustees, pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

#### I. Purpose

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

#### II. Terms

#### 1. Duration and Termination

The agreement shall be effective beginning July 1, 2002, through June 30, 2003, and may be renewed prior to June 30, 2002, by mutual consent of all parties for a period of two years. As the agreements must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2003, to June 30, 2005.

The agreement may be amended by either party, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

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A review of this agreement will occur on an annual basis or at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by either of the participating institutions, the Ohio Board of Regents, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

# 2. Kentucky Residents Eligibility/Ohio Program

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the following graduate degree programs:

- All graduate programs offered in the College of Engineering.
- All graduate programs offered in the College of Pharmacy.
- All graduate programs offered in the College of Arts and Sciences.
- All graduate programs offered in the College of Allied Health.
- All graduate programs offered in the College of Nursing.
- All graduate programs offered in the College-Conservatory of Music.
- All Doctor of Medicine (M.D.) degree programs.
- The M.S. programs in Molecular Genetics, Biochemistry, and Microbiology;
   Molecular and Developmental Biology; Environmental Health Sciences;
   Environmental Health Sciences/Biostatistics; Environmental Health
   Sciences/Epidemiology; Occupational Safety and Ergonomics; Radiological
   Sciences; Toxicology; the FLEX program, and all Ph.D. programs offered in the
   College of Medicine.

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- The Master of Fine Arts (M.F.A), M.A. in Art History, M.A. in Art Education, and Master of Community Planning (M.C.P.) degree programs in the College of Design, Architecture, Art, and Planning.
- All graduate programs offered in the College of Education, in conformance with the limitations set forth in the following bullet:
  - Reciprocity for the M.Ed. at the University of Cincinnati is limited to residents of the eligible northern Kentucky counties who are employed as fulltime K-12 teachers in Ohio.

The following graduate programs at the University of Cincinnati are excluded from this agreement:

- All graduate programs offered in the College of Business.
- All programs offered in the College of Law.
- All graduate programs offered in the College of Design, Architecture, Art, and Planning except the programs designated above as subject to the agreement.
- All graduate programs in the School of Social Work.
- All graduate programs offered in the College of Medicine except the programs designated above as subject to the agreement.
- All certificate programs offered at the University of Cincinnati are excluded from this agreement.

#### 3. Ohio Residents Eligibility/Kentucky Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties of Ohio who enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at Northern Kentucky University in the M.A. in Education degree program subject to the limitation set forth in the bullet below:

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 Reciprocity for the M.A. in Education at Northern Kentucky University is limited to residents of the eligible counties who are employed as full-time teachers in Kentucky.

All other graduate programs and certificate programs at Northern Kentucky University are excluded from this agreement.

#### 4. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton and Pendleton Counties, who attend the University of Cincinnati under this agreement as qualifying for resident Ohio tuition, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties who attend Northern Kentucky University under this agreement as qualifying for resident Kentucky tuition, and as Kentucky residents for the purpose of allocating funds to Northern Kentucky University.

## 5. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing graduate standards and criteria of their institution, will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institution of his/her future status and will be permitted, so long

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as attendance is continuous, to attend at resident rates for a period of three years beyond the termination date.

#### 6. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by those institutions.

All students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

#### 7. Annual Report

By June 30 of each year, Northern Kentucky University, and the University of Cincinnati agree to provide annual reports to the Kentucky Council on Postsecondary Education and the Ohio Board of Regents on the enrollment and fiscal implications of the agreement on forms prescribed for the purpose of those state agencies.

#### III. Ohio Controlling Board Approval

This agreement is not effective unless and until approved by the State of Ohio Controlling Board pursuant to Section 3333.17 of the Ohio Revised Code.

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Gordon K. Davies, President	Roderick G.W. Chu, Chancellor
Kentucky Council on Postsecondary Education	Ohio Board of Regents
Date	Date
Laure C. Waterla, Davidant	Tanada A. Cura a Daraidanu
James C. Votruba, President Northern Kentucky University	Joseph A. Steger, President University of Cincinnati
Date	Date

# KENTUCKY/OHIO RECIPROCITY AGREEMENT HEADCOUNT ENROLLMENT FALL 1997 - 2000

**Ohio Students at Kentucky Institutions** 

**Kentucky Students at Ohio Institutions** 

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	<u>Institution</u>	Enrollment		<u>Institution</u>	Enrollment			
		<u>Undergraduate</u>	<b>Graduate</b>	<u>Total</u>		<u>Undergraduate</u>	<b>Graduate</b>	<b>Total</b>
Fall 1997	Northern Kentucky University	461	171	632	University of Cincinnati	126	147	273
					Cincinnati St Tech & Community College	395	-	395
					Southern State Community College	=	-	-
	Total	461	171	632	Total	521	147	668
Fall 1998	Northern Kentucky University	434	149	583	University of Cincinnati	123	142	265
	, , ,				Cincinnati St Tech & Community College	414	-	414
					Southern State Community College	-	-	-
	Total	434	149	583	Total	537	142	679
Fall 1999	Northern Kentucky University	416	121	537	University of Cincinnati	134	138	272
					Cincinnati St Tech & Community College	423	-	423
					Southern State Community College	-	-	-
	Total	416	121	537	Total	557	138	695
Fall 2000	Northern Kentucky University	433	167	600	University of Cincinnati	95	139	234
					Cincinnati St Tech & Community College	421	-	421
					Southern State Community College	-	-	-
	Total	433	167	600	Total	516	139	655